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November 29, 2004

300 Bland Street P.O. Box 770 Bluefield, WV 24701

PAID T.R.A.
Chk # 36013129
Amount 50.00
Rovd By JR
Date 12-2-04

Chairman Pat Miller Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

Dear Chairman Miller

RE: Interconnection Amendment - CTC-VS & Level 3

Enclosed for TRA approval are an original and 14 copies of Amendment One to the Local Interconnection Agreement between Citizens Telecommunications Company of the Volunteer State, LLC, d/b/a Frontier Communications of the Volunteer State and Level 3 Communications, LLC The original agreement was approved in Docket # 02-01341 This amendment provides for Local Number Portability

A check for fifty dollars (\$50 00) to cover the filing fee is enclosed

Please stamp as received the receipt copy and return it in the enclosed envelope

If you have any questions, please call me at 304-325-1216

Sincerely,

J Michael Swatts

State Government Affairs Director

Enclosure

ATTACHMENT 7 LOCAL NUMBER PORTABILITY

ATTACHMENT 7 - Local Number Portability

SECTION 1. Local Number Portability (LNP)

11 General

Frontier/Citizens will convert to LNP at its discretion, or after a Bona Fide Request is received from the Carrier When a Bona Fide Request is received Frontier/Citizens will provide portability in the requested central office in accordance with the processes set forth in 47 U S C § 153 (30) and in the FCC's orders in CC Docket No 95-116 and other orders addressing carrier LNP obligations. The technology that meets the FCC's performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide LNP.

1 2 Terms and Conditions

Frontier/Citizens will only provide LNP as required by the Act and FCC rules and orders, and where applicable, state rules and orders governing LNP and the transition of services between local carriers LNP shall apply only to the porting of telephone numbers with respect to a customer who has an active account (i.e., the customer has not been disconnected) and wishes to retain its telephone number while changing local carriers Porting of customer telephone numbers will only be permitted within each specific customer's Frontier/Citizens rate center

When LNP becomes available in the Frontier/Citizens switch, ISPNP will cease to be available and all existing ISPNP arrangements will terminate

1 3 Obligations of Frontier/Citizens

Citizen will deploy LNP in the specified central offices at its discretion, or in accordance with the process set forth in 47 U S C § 153 (30) and in the FCC's orders in CC Docket No 95-116 and other orders addressing carrier LNP obligations (See Exhibit A and B)

Frontier/Citizens will participate in LNP testing in accordance with North American Numbering Council (NANC) standards

Frontier/Citizens will follow recommended National Emergency Number Association (NENA) standards for LNP until or as such time the standards are superceded by federal, state, or local legislation

1 4 Obligations of Carrier

If Carrier requests LNP, Carrier is required to send to Frontier/Citizens a completed Bona Fide Request Form for LNP deployment

Carrier is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services

Carrier is required to meet all mutually agreed upon testing dates and implementation schedules Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network

Carrier is responsible to meet all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC

Carrier is responsible for providing its own access to the Service Order Administration (SOA)

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR)

DATE		(dar	te of request)			
то		(add	me of service provide dress of service provintact name /number)			
FROM·	(requester/service provider name/ID) (requester/operating company number (OCN)) (requester switch(es)/CLLI) (authorized by name) (authorized by title) (contact name/address/number) attesting requester as authorized agent should accompany request					
SWITCH(ES)						
CLLI ¹		Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³		
Please provide Rec	questor's inform	ation below		All Y or N		
CARRIER/REQUI	ESTOR					
CLĽI		Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³		
DATES. Requeste	d date switch(es ed code opening) should be LNP capabl date	e (mm/dd (mm/dd/yy)			
Notes S	See following pa	ige				
Acknowledgment o	f BFR is to be s	ent to the requester with	in ten business days			

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

Notes: 1 List each switch targeted for LNP by its specific CLLI code

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates,
Source of the LERG information: Destination Code Record (DRD) Screen

³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s)

Note Targeting of specific NPA-NXX codes should be carefully considered A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CARRIER may serve multiple rate centers with a single switch In the latter case, use of a specific NXX code will determine the rate center

EXHIBIT B

Acknowledgment of LNP Bona Fide Request (BFR)

DATE:		(date of response) (requester/CARRIER name/ID) (contact name/address/number) requester switch(es)/CLLI) (name of service provider) (address of provider) (contact name/number)				
TO:						
FROM:						
Switch request(s) acco	epted:					
CLLI Accepted (CLL (CLL (CLL (CLL (CLL	J 3)	_	Modified Effective Date	Ineligible NPA-NXXs		
Switch request(s) deni	ed/reason for denia	l:				
(CLL	I 1)					
(CLLI	2)					

Carrier is responsible to meet all the Industry requirements for LNP, including but not limited to allowing porting of Carrier's numbers, within the time frames for LNP implementation set forth in 47 U S.C. § 153 (30) and in the FCC's orders in CC Docket No. 95-116 and other orders addressing carrier LNP obligations

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of this day of October 2004

Level 3 Communications, LLC,

Citizens Telecommunication Company of the Volunteer State LLC

VP-Wholosale Voice Services
Title

10/6/2004

Date